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and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
SEARS HOLDINGS CORPORATION, <i>et al.</i>,	:
	:
	:
Debtors.¹	:
-----X	

Chapter 11
Case No. 18-23538 (RDD)
(Jointly Administered)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

**NOTICE OF AMENDMENT TO ASSET
PURCHASE AGREEMENT EXTENDING CERTAIN DEADLINES**

PLEASE TAKE NOTICE that on February 8, 2019, the Court in the above-captioned chapter 11 cases entered the *Order (I) Approving the Asset Purchase Agreement Among Sellers and Buyer, (II) Authorizing the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims, and Interests and Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts, and Leases in Connection Therewith and (IV) Granting Related Relief* (ECF No. 2507) (the “**Sale Order**”), which attached as exhibits a list of Initial Assigned Agreements, and a copy of the executed asset purchase agreement between the Debtors and the Buyer dated January 17, 2019 (as amended, the “**Asset Purchase Agreement**”).²

PLEASE TAKE FURTHER NOTICE that, in accordance with Paragraph 54 of the Sale Order, the Debtors and Buyer have agreed to the following non-material modifications to the Asset Purchase Agreement:

1. Extension of Designation Period for Buyer. The Designation Deadline (as defined in Section 2.9 of the Asset Purchase Agreement shall be extended to **May 13, 2019 at 11:59 PM**, provided that:
 - i. With respect to any and all non-residential property leases that are subject to Section 365(d) of the Bankruptcy Code, the Designation Deadline and the date set forth in clauses (iii) and (iv) of the definition of “Designation Rights Period” shall be extended to **May 3, 2019 at 11:59 PM**.
 - ii. Such extension shall not apply to agreements that are the subject of certain pending motions, as set forth below:
 - ECF 3053 (Filed by Grand Central Plaza, LLC)
 - ECF 2980 (Filed by Dedeaux Inland Empire Properties)
 - ECF 2414 (Filed by Trustees for the Estate of Bernice Pauahi Bishop)

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

- ECF 1240 (Filed by Santa Rosa Mall)
 - ECF 2750 (Filed by U.S. Bank National Association)
 - ECF 2876 (Filed by Luxxotica Retail North America Inc.)
 - ECF 1491 (Filed by Apex Tool Group, LLC)
 - ECF 2983 (Filed by Waste Management National Services, Inc.)
 - ECF 3036 (Filed by TELUS International (U.S.) Corporation)
 - ECF 2837 (Filed by Kellermeyer Bergensons Services, LLC and Innovative Facility Services)
 - ECF 2779 (Filed by Everlast World Boxing Headquarters Corp.)
1. Payment of Attorneys' Fees. Buyer agrees to reimburse the reasonable costs and expenses incurred by Weil, Gotshal & Manges LLP ("Weil") solely in addressing matters related to the assumption and assignment of executory contracts and unexpired leases to Buyer or its designee from **April 13, 2019 at 12:00 AM**, through and until **May 3, 2019 at 11:59PM**, in an amount not to exceed **\$300,000.00**.
 2. Extension on Mechanics' Liens. The Debtors and Buyer agree to extend the Debtors' deadline to reach resolution with parties alleging or asserting mechanics' liens with respect to any Owned Real Property, pursuant to Section 9.11 of the Asset Purchase Agreement, to **June 21, 2019 at 11:59 PM**. The extension provided for herein shall not extend the time for settlement of prorations that is set forth in Section 9.11(d) of the Asset Purchase Agreement. The Final Prorations Schedule required to be provided by Buyer in accordance with Section 9.11(d)(v) shall not include any deductions for payment of mechanics' liens that are Debtors' responsibility. If mechanics' liens are not removed or satisfied by the Debtors on or before June 21, 2019, the Debtors shall pay any amounts required by Section 9.11(a)(vi) of the Asset Purchase Agreement to Buyer within one Business Day thereof.

Dated: April 12, 2019
New York, New York

/s/ Jacqueline Marcus
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